

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	File No. EB-07-SE-272
	)	
Cable & Communications Corporation	)	NAL/Acct. No. 200832100015
dba Mid-Rivers Cellular	)	FRN No. 0001634443

**ORDER**

**Adopted: April 3, 2008****Released: April 7, 2008**

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau ("Bureau") and Cable & Communications Corporation dba Mid-Rivers Cellular ("Mid-Rivers Cellular"). The Consent Decree terminates an investigation and Notice of Apparent Liability for Forfeiture ("NAL") by the Bureau against Mid-Rivers Cellular for possible violation of Section 20.19(d)(2) of the Commission's Rules ("Rules") regarding its failure to include in its digital wireless handset offerings at least two models that meet the inductive coupling standards for hearing aid compatibility by September 18, 2006.

2. The Bureau and Mid-Rivers Cellular have negotiated the terms of the Consent Decree that resolve this matter. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree, which terminates the investigation and cancels the NAL.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Mid-Rivers Cellular possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) of the Communications Act of 1934, as amended,<sup>1</sup> and sections 0.111 and 0.311 of the Commission's Rules,<sup>2</sup> the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED** and the Notice of Apparent Liability for Forfeiture **IS CANCELLED**.

7. **IT IS FURTHER ORDERED** that Mid-Rivers Cellular shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by credit card through the Commission's Revenue and Receivables Operations Group at (202) 418-1995, or by mailing a check or similar instrument payable to the order of the Federal Communications Commission, to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail

---

<sup>1</sup> 47 U.S.C. § 154(i), 503(b).

<sup>2</sup> 47 C.F.R. §§ 0.111, 0.311.

may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code).

8. **IT IS FURTHER ORDERED** that that Mid-Rivers Cellular will file reports with the Commission ninety days, twelve months, and twenty-four months after the Effective Date of this Order. Each report shall include a compliance certificate from an officer, as an agent of Mid-Rivers Cellular, stating that the officer has personal knowledge that Mid-Rivers Cellular has established operating procedures intended to ensure compliance with this Consent Decree, together with an accompanying statement explaining the basis for the officer’s compliance certification. All reports shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554.

9. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Sylvia Lesse, Esq., Communications Advisory Counsel, LLC, 2154 Wisconsin Avenue N.W., Washington, DC 20007, and to Gerry Anderson, Cable & Communications Corporation dba Mid-Rivers Cellular, 904 C Avenue, P.O. Box 280, Circle, MT 59215.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith  
Chief, Enforcement Bureau

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	File No. EB-07-SE-272
	)	
Cable & Communications Corporation	)	NAL/Acct. No. 200832100015
dba Mid-Rivers Cellular	)	FRN No. 0001634443

**CONSENT DECREE**

The Enforcement Bureau (“Bureau”) and Cable & Communications Corporation dba Mid-Rivers Cellular (“Mid-Rivers Cellular” or the “Company”), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether Mid-Rivers Cellular violated section 20.19(d)(2) of the Commission’s Rules (“Rules”) regarding its failure to include in its digital wireless handset offerings at least two models that meet the inductive coupling standards for hearing aid compatibility by September 18, 2006.

**I. DEFINITIONS**

1. For the purposes of this Consent Decree, the following definitions shall apply:
  - (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
  - (b) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
  - (c) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
  - (d) “Compliance Plan” means the program described in this Consent Decree at paragraph nine.
  - (e) “Effective Date” means the date on which the Bureau releases the Adopting Order.
  - (f) “Investigation” means the investigation commenced by the Bureau’s August 13, 2007 Letter of Inquiry<sup>1</sup> regarding whether Mid-Rivers Cellular violated section 20.19(d)(2) of the Rules by failing to include in its digital wireless handset offerings at least two models that meet the inductive coupling standards for hearing aid compatibility by September 18, 2006.<sup>2</sup>
  - (g) “Mid-Rivers Cellular” means Cable & Communications Corporation dba Mid-Rivers Cellular and its predecessors-in-interest and successors-in-interest.

---

<sup>1</sup>See Letter from Kathryn S. Berthot, Chief, Spectrum Enforcement Division, Enforcement Bureau, to Gerry Anderson, Cable & Communications Corporation dba Mid-Rivers Cellular (August 13, 2007).

<sup>2</sup> 47 C.F.R. § 20.19(d)(2).

- (h) “NAL” means *Cable & Communications Corporation dba Mid-Rivers Cellular*, Notice of Apparent Liability for Forfeiture, 23 FCC Rcd 1622 (Enf. Bur., Spectrum Enf. Div., 2008).
- (i) “Order” or “Adopting Order” means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (j) “Parties” means Mid-Rivers Cellular and the Bureau.
- (k) “Rules” means the Commission’s regulations found in Title 47 of the Federal Regulations.

## II. BACKGROUND

2. Pursuant to section 20.19(d)(2) of the Rules, digital wireless service providers were required to offer for sale at least two handset models for each air interface offered that meet at least a T3 rating for inductive coupling by September 18, 2006.<sup>3</sup>

3. On February 11, 2008, the Bureau issued a Notice of Apparent Liability for Forfeiture (“NAL”)<sup>4</sup> proposing that Mid-Rivers Cellular be held liable for a forfeiture of fifteen thousand dollars (\$15,000) under section 503(b)(1)(B) of the Act, and ordered the Company either to pay the proposed forfeiture or file a written response within thirty (30) days of the NAL release date stating why the proposed forfeiture should be reduced or canceled.

## III. TERMS OF AGREEMENT

4. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order without change, addition, modification, or deletion.

5. **Jurisdiction.** Mid-Rivers Cellular agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

6. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the date on which the Bureau releases the Adopting Order. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other Order of the Bureau. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Bureau Order, entitling the Bureau to exercise any rights and remedies attendant to the enforcement of a Commission Order.

7. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate its investigation and to cancel its NAL. In consideration for the termination of said investigation and cancellation of the NAL, Mid-Rivers Cellular agrees to the terms, conditions, and

---

<sup>3</sup> *Id.*

<sup>4</sup> *Cable & Communication Corporation dba Mid-Rivers Cellular*, Notice of Apparent Liability for Forfeiture, 23 FCC Rcd 1622 (Enf. Bur., Spectrum Enf. Div., 2008).

procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this investigation through the Effective Date of the Consent Decree, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Mid-Rivers Cellular concerning the matters that were the subject of the investigation. The Bureau also agrees that it will not use the facts developed in this investigation through the Effective Date of this Consent Decree, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Mid-Rivers Cellular with respect to Mid-Rivers Cellular's basic qualifications, including its character qualifications, to be a Commission licensee or authorized common carrier.

8. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act against Mid-Rivers Cellular or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Mid-Rivers Cellular of the Act, the rules, or the Order.

9. **Compliance Plan.** For purposes of settling the matters set forth herein, Mid-Rivers Cellular agrees to create within 30 days and maintain a Compliance Plan related to future compliance with the Act, the Commission's Rules, and the Commission's Orders. The Plan will include, at a minimum, the following components:

- (a) **Wireless Services Coordinator.** Mid-Rivers Cellular has designated a wireless services coordinator, who will be familiar with the FCC's hearing aid compatibility regulations and associated selling and labeling benchmarks. The designated coordinator will also review the FCC's hearing aid compatibility regulations on a monthly basis in order to stay abreast of pending benchmarks and any new hearing aid compatibility requirements.
- (b) **Training.** The designated wireless services coordinator will ensure that hearing aid compatibility regulations are understood and implemented. The designated coordinator will be responsible for ensuring that all Mid-Rivers Cellular retail staff receives training regarding the hearing aid compatibility capabilities of the handsets Mid-Rivers Cellular offers for sale. Such training will ensure that retail staff is able to demonstrate the operation of hearing aid-compatible handsets and to direct customers to additional sources of information. Such training will be completed within ninety days of the Effective Date and any new employees will receive training within sixty days of their employment.
- (c) **Purchasing.** The designated wireless services coordinator will develop and institute procedures for ensuring that vendor deliveries are compliant with hearing aid compatibility requirements. Under the supervision of the wireless services coordinator, the purchasing and supply supervisor will ensure that sufficient numbers of hearing aid-compatible handset models are purchased and in inventory to meet FCC hearing aid compatibility requirements. The supervisor will contact vendors regularly to discuss and confirm equipment compliance requirements, and will regularly review the company's compliance status with supervisors.
- (d) **Consumer Outreach.** Mid-Rivers Cellular will ensure that each retail outlet is stocked with the company-developed hearing aid compatibility information sheet designed to educate customers in their selection of handsets. Mid-Rivers Cellular will coordinate with area

audiologists and area medical facilities to arrange for display and/or dissemination of information sheets in retail hearing aid establishments.

- (e) **Compliance Reports.** Mid-Rivers Cellular will file compliance reports with the Commission ninety days after the Effective Date, twelve months after the Effective Date, and 24 months after the Effective Date. Each report shall include a compliance certificate from an officer, as an agent of Mid-Rivers Cellular, stating that the officer has personal knowledge that Mid-Rivers Cellular has established operating procedures intended to ensure compliance with this Consent Decree, together with an accompanying statement explaining the basis for the officer's compliance certification. All reports shall be submitted to Kathryn S. Berthot, Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12<sup>th</sup> Street, S.W., Washington, D.C. 20554.
- (f) **Termination Date.** Unless stated otherwise, the requirements of this Consent Decree will expire 24 months from the Effective Date.

10. **Voluntary Contribution.** Mid-Rivers Cellular agrees that it will make a voluntary contribution to the United States Treasury in the amount of \$12,000. The payment will be made within 30 days after the Effective Date of the Adopting Order. The payment must be made by check or similar instrument, payable to the Order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code).

11. **Waivers.** Mid-Rivers Cellular waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order adopting this Consent Decree, provided the Bureau issues an Order adopting the Consent Decree without change, addition, modification, or deletion. Mid-Rivers Cellular shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Mid-Rivers Cellular nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Mid-Rivers Cellular shall waive any statutory right to a trial *de novo*. Mid-Rivers Cellular hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

12. **Severability.** The Parties agree that if any of the provisions of the Adopting Order or the Consent Decree shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Adopting Order or Consent Decree, but rather the entire Adopting Order or Consent Decree shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

13. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Mid-Rivers Cellular does not expressly consent) that provision will be superseded by such Commission rule or Order.

14. **Successors and Assigns.** Mid-Rivers Cellular agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

15. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's Rules and Orders.

16. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

17. **Paragraph Headings.** The headings of the Paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

18. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Consent Decree.

19. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

\_\_\_\_\_  
Kris Anne Monteith  
Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gerry Anderson  
General Manager  
Cable & Communications Corporation  
dba Mid-Rivers Cellular

\_\_\_\_\_  
Date